

## DEVELOPMENT & SUBDIVISION IMPROVEMENT AGREEMENT

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between CARBON COUNTY, 120 East Main, Price, UT 84501, hereinafter the “COUNTY” and \_\_\_\_\_, hereinafter the “OWNER”.

In consideration of the conditions and covenants set forth hereinafter, the parties agree as follows:

1. *Project Description;*

OWNER contemplates the development of \_\_\_\_\_,  
(I.e. ABC Subdivision)

located in Carbon County, State of Utah; the name(s) and date(s) of approval by the Carbon County Commission are as follows:

***Name*** (i.e. Phase I, ABC Subdivision, etc.)

***Date of Approval***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above shall be collectively referred to herein as “*the Project*.” OWNER is familiar with the Carbon County Development Code (“*the Code*”) and the requirements contained in the Code pertaining to subdivisions.

2. *Bonding for Improvements;*

2.2 OWNER has provided a financial guarantee through \_\_\_\_\_  
(Cash, performance bond, letter of credit)

with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
(Bank or Financial Institution)

which is for \_\_\_\_\_.  
(Required improvements detailed in Schedule A, a part of this Agreement)

2.3 Should the County be notified that the surety described in 2.2 becomes insolvent or otherwise shall no longer act as surety, the Owner shall renew the surety with sufficient funds, within ten (10) days after receiving notice from County that the surety will no longer guarantee the project. The financial guarantee required in this Agreement shall not be exonerated until the date of the issuance of the *Final Approval and Acceptance* by the County. Twenty-five percent (25%) of the financial guarantee fixed herein shall be held for one (1) year after the issuance of the *Final Approval and Acceptance*, or any time fixed by the Carbon County Development Code or the Utah Code, whichever is the latest.

### *3. Term of Agreement; Extension of Time; Penalties;*

3.1 The OWNER shall complete all improvements required under the Project and all requirements of this Agreement within one (1) year from the date of the execution of this Agreement, unless the term is extended as provided herein.

3.2 In the event that it is deemed necessary to extend the time for completion of the work contemplated by this Agreement, an extension may be granted by the Commission and shall in no way affect the terms of this agreement or release the surety given for the faithful performance of this agreement. Extensions shall be in writing, approved by the Commission and signed by Owner and the Commission.

3.3 In the event the Owner fails to install, complete, repair or replace the improvements required by this Agreement, according to the specifications, conditions of approval, County's standards and the quality of workmanship required by the County within the term of this Agreement or any extensions thereof pursuant to Paragraph 3.2, then the Guarantor of the (cash, bonds, letters of credit, etc.) shall pay on demand to the County such sums as are necessary, but not exceeding the amount held in escrow, to complete the installation of or to make necessary repairs to said improvements.

If the amount in escrow is insufficient to complete the Project as set forth herein, the County, at its option, shall cause the Project to be completed and the cost thereof shall become a lien against the uncompleted portion of the Project for any amounts so expended, including interest at the legal rate, and any engineering or legal costs incurred as a result of the Owner's failure to timely complete the Project.

### *4. Costs of Project; Approval by County Personnel;*

The OWNER, at its sole cost and expense shall furnish all design, surveying, testing, labor, equipment, materials, traffic control and all other necessary items to construct and complete the Project in a good and workmanlike manner. The Project shall be completed by OWNER according to this Agreement, following the County's standards and any other conditions of approval and acceptance. All work shall be completed to the satisfaction of the Carbon County Zoning Administrator, County Engineer, and County Road Supervisor, or their representatives. The improvements shall not be deemed complete until approved and accepted by the Commission.

*5. Additional Requirements;*

5.1 In addition to the general requirements of the Carbon County Development Code and Utah Code, the OWNER shall complete the improvements and meet the regulatory requirements set forth on Schedule A attached hereto.

5.2 OWNER shall be responsible for the installation and maintenance of all improvements in any dedicated County street, private road or easement within the development or subdivision until a final inspection has been performed by the Carbon County Zoning Administrator, Carbon County Engineer, and Carbon County Road Superintendent, or their representatives, and an *ACCEPTANCE AND FINAL RELEASE* has been issued to the OWNER by the County. Any such street improvements, including sidewalks, curbs, gutters, waterways, driveways, manholes, valves, lighting, street paving, storm drains, street signs, water mains, sewer mains, laterals, meter boxes and fire hydrants, or any other improvement which fail or are damaged prior to said final inspection and acceptance of the improvements, shall be replaced or repaired by the OWNER. In the event that the OWNER does not replace or repair failed or damaged improvements within thirty (30) days of OWNER's receipt of written notification by the County, the County shall by the terms hereof be authorized to accomplish or cause to be accomplished, said repair or replacement and to bill the OWNER for the cost thereof, and OWNER shall be obligated to remit payment in full to County within thirty (30) calendar days of OWNER's receipt of such bill.

*6. Survey Markers;*

OWNER further agrees that in addition to performing the work herein above specified, all survey monuments, boundary markers and lot staking, shall be installed as required and at the time of final inspection and acceptance by the County.

*7. Liabilities; Indemnification;*

7.1 OWNER shall indemnify and hold harmless the County, its officers and employees for any damages arising from any accident, loss or damage to the work or improvements specified in this agreement prior to the completion and acceptance of the same by the County. OWNER shall further indemnify and hold harmless the County, its officers or employees for any injury to persons or property by reason of the work or improvements, and all such liabilities shall be assumed by the OWNER.

7.2 The County, its officers and employees shall not be liable for any portion of the expense of the aforesaid work or for the payment of labor, materials, and equipment furnished in connection therewith.

*8. Traffic Control During Project;*

OWNER shall at all times prior to final acceptance of the Project, provide proper and adequate warning to the traveling public on each and every day, of existing dangerous conditions associated with the work in said streets and easements and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until the completion of all the improvement, the OWNER may close, upon notification to the County, all or a portion of any street and easement, whenever it is necessary, to protect the traveling public during the construction of the improvements. All necessary warning signs, tape, barricades, traffic control signs and guards, etc. will be used by the OWNER to accomplish such protection.

*9. Changes During Construction;*

If, during the course of construction, conditions require changes, alterations or additions to the plans and specifications for the proper and successful completion of the project, the OWNER, the Commission, the County Zoning Administrator, County Engineer, and County

Road Superintendent may approve such changes, which shall be in writing, approved by the Commission and OWNER, on a form acceptable to the County. No such changes, alterations or additions shall relieve the financial guarantee provided under this Agreement.

10. *Final Approval and Acceptance;*

Upon final approval and acceptance, the County shall be held harmless for any obligation to maintain the private access roads within the subdivision. All road maintenance shall be the responsibility of the developer and the lot owners.

11. *Applicable Law;*

The improvement requirements described in the current edition of the Carbon County Development Code and any applicable Utah State Codes, herein referred to as "Standards", shall control the installation and completion of improvements required by the County. The Standards are available at the County Zoning Administrator's office and are hereby incorporated by reference into this Agreement.

12. *Attorney Fees, Court Costs;*

Should either party be required to commence an action in Court to enforce any provision of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee and costs of court.

13. *Successors;*

The provisions of this Agreement shall inure to and be binding upon the heirs, successors, and assigns of the parties hereto.

Dated \_\_\_\_\_, 200\_\_\_\_.

By \_\_\_\_\_

William D. Krompel, Commission Chairman

ATTEST: \_\_\_\_\_

Robert P. Pero, County Clerk/Auditor

OWNER, (please print): \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_